

<b>STATE OF SOUTH CAROLINA</b>	)	<b>BEFORE THE CHIEF PROCUREMENT OFFICER</b>
<b>COUNTY OF RICHLAND</b>	)	
	)	DECISION
In the Matter of Protest of:	)	
	)	CASE No. 2010-137
	)	
CareCore National, LLC	)	
	)	
	)	
Materials Management Office	)	POSTING DATE: November 9, 2010
IFB No. 5400002024	)	
Provide Prior Authorization Services for )	)	MAILING DATE: November 9, 2010
<u>Department of Health &amp; Human Services)</u>	)	

This matter is before the Chief Procurement Officer (CPO) pursuant to a letter of protest from CareCore National, LLC (CareCore). With this invitation for bids (IFB), the Materials Management Office (MMO) attempts to procure prior authorization services for the Department of Health and Human Services (DHHS). On September 15, 2010, MMO posted a notice of intent to award to MedSolutions, Inc. (MedSolutions). On September 24, 2010, CareCore filed a protest of the intent to award to MedSolutions alleging: 1) "The solicitation was materially misleading – although the bid documents indicated that the contractor preference of S.C. Ann. Section 11-35-1524 would apply, the Procuring Agency did not apply this Preference"; 2) "Upon information and belief MedSolutions was not a responsive or responsible bidder" because it does not employ the requisite South Carolina certified or licensed personnel and uses non-clinical personnel to perform initial reviews;, and 3) "A comparison of the Bid Numbers Causes Concern." On September 30, 2010, CareCore amended its protest to add a fourth allegation, "MedSolutions characterization of its South Carolina "office" is materially misleading."

In order to resolve the matter, the CPO conducted a hearing on November 4, 2010. Appearing before the CPO, were CareCore, represented by Boyd Nicholson, Esq.; MedSolutions, represented by John Schmidt, Esq.; DHHS, represented by Deirdra Singleton, Esq.; and MMO, represented by John

Stevens, State Procurement Officer. At the hearing, CareCore withdrew the portion of protest issue #2 that stated, "Upon information and belief MedSolutions was not a responsive or responsible bidder" based on the South Carolina certification or licensure requirement; however, CareCore proceeded on the remaining allegation that "on information and belief, MedSolutions uses non-clinical personnel to perform initial reviews for medical necessity." Further, CareCore withdrew protest issue #3, "A comparison of the Bid Numbers Causes Concern."

### **NATURE OF PROTEST**

The letter of protest is attached and incorporated herein by reference.

### **FINDINGS OF FACT**

The following dates are relevant to the protest:

1. On July 2, 2010, MMO issued the IFB. (Ex. 1)
2. On July 21, 2010, MMO issued Amendment #1. (Ex. 2)
3. On July 29, 2010, MMO issued Amendment #2. (Ex. 3)
4. On August 4, 2010, MMO issued Amendment #3. Ex. 4)
5. On August 12, 2010, MMO issued Amendment #4. (Ex. 5)
6. On August 13, 2010, MMO issued Amendment #5. (Ex. 6)
7. On August 20, 2010, MMO issued Amendment #6. (Ex. 7)
8. On September 8, 2010, MMO opened the following bids:

<u>Bidder</u>	<u>Bid Amount</u>
MedSolutions	\$2,970,000
CareCore	3,039,000
National Imaging Associates	4,017,922
GMCF	4,781,009

HealthHelp  
(Ex. 8)

5,824,500

9. On September 15, 2010, MMO posted its notice of intent to award to MedSolutions. (Ex. 11)

10. On September 24, 2010, CareCore filed its protest.

11. On that same date, MMO suspended the intent to award. (Ex. 12)

### **CONCLUSIONS OF LAW**

At the conclusion of CareCore's case-in-chief, MedSolutions moved to dismiss the protest.<sup>1</sup> After viewing all the evidence in the light most favorable to the protestant, the CPO concludes that CareCore failed to prove by a preponderance of the evidence any of its allegations.

Specifically, in Protest issue #1 CareCore alleged, "The solicitation was materially misleading – although the bid documents indicated that the contractor preference of S.C. Ann. Section 11-35-1524 would apply, the Procuring Agency did not apply this Preference." CareCore argued that the solicitation offered consideration of the resident contractor preference in determining the award but then MMO failed to consider the preference in its determination. According to CareCore, the following provisions led it to believe the resident contractor preference would be utilized in determining the award:

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED.***

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<sup>1</sup> The South Carolina Procurement Review Panel ("Panel") has treated a motion made at the conclusion of a case as a Motion to Dismiss for failure to meet the burden of proof. Protest of Love Chevrolet Company, Case No. 1999-7.

**IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_ In-State Office Address same as Home Office Address

\_\_\_\_ In-State Office Address same as Notice Address **(check only one)**

[Ex. 1, p. 2]

During the hearing, Donald Ryan, Chairman and Chief Executive Officer of CareCore, testified CareCore provided its address as 400 Buckwalter Place Boulevard, Bluffton, SC 29910 in its bid and assumed it would receive the resident contractor preference. He also stated that CareCore took into account the resident contractor preference and considered it a “margin for uncertainty”; however, he later testified that he was unaware if CareCore would have adjusted its price even if it had known the preferences did not apply. He also acknowledged that CareCore did not inquire with MMO about the application of the preferences. He stated further that he was unaware of anyone at CareCore reading the referenced statute or visiting the website, as MMO had cautioned bidders to do. In fact, he stated that he had no discussions with staff at all about it, but rather assumed the preferences would be applied based on the language on page two and his experience with contracts in other states.

MedSolutions and MMO responded to this protest issue arguing that the award exceeds the amount permitted under the law for the application of the preference. They are correct. The South Carolina Supreme Court has held that the statutory provisions of the South Carolina Consolidated Procurement Code prevail over any conflicting contractual provisions. Unisys Corporation v. South

Carolina Budget and Control Board, 346 S.C. 158, 551 S.E.2d 263 (2001).<sup>2</sup> Regarding the resident vendor preferences, the South Carolina Consolidated Procurement Code (Code) provides preferences for resident bidders but prohibits the application of the preferences in this case. Section 11-35-1524(E)(3) reads, “The preferences provided in subsections (C)(1)(iii) and (D) do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds fifty thousand dollars or the total potential price of the bidder's work exceeds five hundred thousand dollars.”. Here every bid response to this IFB exceeded \$50,000 annually and \$500,000 collectively. Specifically, the award to MedSolutions was for \$990,000 annually and the total price for three years was \$2,970,000, which made the resident vendor preference inapplicable to the procurement. (Ex. 11)

Regardless, the CPO disagrees that the IFB was “materially misleading”. The language on page two did not indicate the preferences would apply. These referenced provisions introducing the preferences are included automatically by the South Carolina Enterprise Information System in every IFB in case they apply. Otherwise, the state’s procurement managers would have to assume the value of the award, which is often difficult to estimate. The provisions merely advise the bidders of the existence of the preferences and offer instructions to bidders who may be interested in making application. The provisions inform bidders of the applicable statute, caution bidders to review the statute before claiming any preferences, and offer a website address where the law regarding the preferences is summarized. When it is anticipated that the preference will actually apply, MMO includes additional specific clauses regarding the preferences and provides space on the Bidding Schedule for each bidder to request them. In this IFB, no such clauses or space on the Bidding Schedule was provided by MMO since it anticipated the awards would exceed the statutory maximum.

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<sup>2</sup> The Panel has also tasked vendors doing business with the State to know the law. See Protest of Olsten Services, Case No. 1990-16.

Therefore, CPO finds that the application of the resident contractor preference to this procurement is a matter of law, and the law specifically excludes the application of the preferences to this award. Even if the solicitation actually offered the preferences, MMO would be prohibited by law from applying it in this case. Further, the CPO finds that by referencing the preferences, MMO did not mislead bidders, but rather cautioned them to educate themselves about it, which CareCore admits it failed to do. Additionally, this allegation appears to be untimely because CareCore could have asked questions regarding the applicability of the preferences or protested the solicitation pursuant to Section 11-35-4210(a) of the Code but did not do so. Accordingly, CareCore failed to prove that it was materially misled by the solicitation or that MMO improperly failed to apply the preference.

In the remaining portion of protest issue #2, CareCore alleged that MedSolutions was not a responsive or responsible bidder because “on information and belief, MedSolutions uses non-clinical personnel to perform initial reviews for medical necessity.” The solicitation requires, in pertinent part, bidders to:

Employ the following Review Staff:

Certified radiology technicians or Licensed Practical Nurses: All initial medical necessity reviews must be performed by radiology technicians certified in South Carolina or by Licensed Practical Nurses licensed in South Carolina. These individuals may approve services based on the established medical necessity guidelines. Only Physicians can deny services or approve services other than as requested. (Ex. 1, p. 21, staffing)<sup>3</sup>

**Ensure that personnel responding to inquiries and requests are fully trained and knowledgeable about South Carolina Medicaid regulations, policies, standards and protocols relating to the prior authorization program. (Ex. 1, p. 25, CALL CENTER/PRIOR AUTHORIZATION PROCESSING CENTER) (Emphasis theirs)**

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<sup>3</sup> Amendment #2 removed the requirement that the reviews be conducted by professionals licensed in South Carolina. It replaced the requirement with “Certified radiology technicians or Licensed Practical Nurses: All initial medical necessity reviews must be performed by certified radiology technicians or Licensed Practical Nurses. These individuals may approve services based on the established medical necessity guidelines. Only Physicians can deny services or approve services other than as requested.” (Ex. 3, p. 2, Modifications, item 1)

As evidence of this allegation, CareCore offered only the testimony of Mr. Ryan who stated that he had been told that MedSolutions did not utilize clinicians for prior authorization services. However, during cross examination, he admitted that he could not recall who told him or when but acknowledged it had not been within the last six to eight months. He also admitted that this hearsay information may not be accurate.

Therefore, the CPO finds that CareCore offered no probative evidence to support its allegation that MedSolutions would not utilize clinicians for prior authorization services. In fact, the record reflects that MedSolutions agreed to provide all licensed, clinical personnel that the solicitation required. (Ex. 10, Section III, pp. 20-22)

In its final protest issue, CareCore alleged that MedSolutions was non-responsive because “MedSolutions characterization of its South Carolina “office” is materially misleading.” In order to be responsive, a bidder must have submitted a bid which conforms in all material aspects to the invitation for bids. S.C. Code Ann. § 11-35-1410(7). Although CareCore contended that MedSolutions’ bid was misleading about its facilities and staff in South Carolina, it could point to no language in the IFB that required an office or staff be in South Carolina. The solicitation does require: “A statement indicating that the Offeror is licensed to do business in South Carolina (include license number) or, that business licensure is not required” (Ex. 1, 36, Transmittal Letter) and “The Contractor must ensure that its staff is knowledgeable of South Carolina Medicaid, other state health care programs, and related federal and state laws and regulations.” (Ex. 1, p. 21, Staffing) However, it did not require that all contract services be provided in the state. Since the IFB did not require the contractor have any office in South Carolina

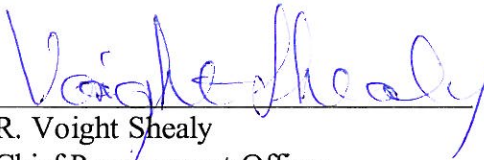


or provide the services from the state, CareCore failed to show that MedSolutions was non-responsive in any essential aspect.<sup>4</sup>

CareCore also offered no evidence to prove that MedSolutions made misrepresentations regarding its South Carolina office. MedSolutions wrote in its proposal, "MedSolutions maintains an office in South Carolina, offices in Franklin, TN, and operates two call centers, one in Melbourne, FL, and one in Franklin, TN. MedSolutions also has various personnel located throughout the United States." (Ex. 10, Section III, p. 15, item 3.1.1.5) At the hearing, CareCore acknowledged that MedSolutions maintains an office in Fort Mill, SC, and offered pictures of MedSolutions' facility in Fort Mill. (Ex. 14) However, the pictures only affirm MedSolutions' assertion of an office in South Carolina. Accordingly, MedSolutions' bid was neither non-responsive nor misleading in this regard.

#### **DETERMINATION**

Based on the above reasoning, MedSolutions' motion to dismiss is granted. Accordingly, the protest of CareCore is dismissed.

  
R. Voight Shealy  
Chief Procurement Officer  
for Supplies and Services

November 9, 2010

Date

Columbia, S.C.

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<sup>4</sup> In an IFB, absent a requirement that services be provided in South Carolina, information regarding facilities or assertions about the location of service provision are not essential. An IFB is awarded based upon price alone, so by signing a bid the bidder is bound to the requirements of the solicitation.



## STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

*Protest Appeal Notice (Revised October 2010)*

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: [www.procurementlaw.sc.gov](http://www.procurementlaw.sc.gov)

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 83.1 of the 2010 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2010 S.C. Act No. 291, Part IB, § 83.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003).

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September 24, 2010

**VIA E-MAIL AND FACSIMILE**

R. Voight Shealy, Chief Procurement Officer  
State of South Carolina  
Materials Management Office  
1201 Main Street, Suite 600  
Columbia, SC 29201

Re: Protest of IFB No. 5400002024 to Provide Prior Authorization Services  
for the South Carolina Department of Health & Human Services

Dear Mr. Shealy:

Pursuant to S.C. Code Ann. § 11-35-4210, please consider this letter to constitute the protest of CareCore National, LLC ("CareCore") of the Intent to Award a contract for IFB 5400002024 to MEDSOLUTIONS, INC. ("MEDSOLUTIONS"). The Intent to Award was posted on September 15, 2010. The grounds for the protest are as follows:

1. The solicitation was materially misleading and tainted – although the bid documents indicated that the contractor preference of S.C. Ann. § 11-35-1524 would apply, the Procuring Agency did not apply this Preference.

The bid documents clearly indicated that the South Carolina Vendor Preference (the "Preference"), pursuant to S.C. Ann. § 11-35-1524, would be implemented. The clear inclusion of the Preference in the bid documents was material to CareCore in its bid preparation. CareCore qualifies for the Preference. First, CareCore identified its South Carolina office on page 2 of the bid documents, in the box entitled "PREFERENCES – ADDRESS AND PHONE OF IN-STATE OFFICE." This office serves as CareCore's national headquarters. Second, as set forth at pages 40 and 41 of CareCore's Proposal, at the time of the bid CareCore employed over 500 people in its Bluffton facility, and it expects that number will increase to 700 with the completion of its new facility in the Fall of 2010. The vast majority of the employees who will work on this Project, including the company's Chief Executive Officer (who is identified as the person who will have "ultimate responsibility and accountability for this contract"), are residents of the State of South Carolina. These employees will perform services that greatly exceed the 50% requirement of S.C. Ann. § 11-35-1524(C)(1).

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September 24, 2010  
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Unlike CareCore, MEDSOLUTIONS does not qualify for this preference. CareCore took these factors into account when submitting its bid. The difference between the bids of MEDSOLUTIONS and CareCore is \$69,000.00, less than a 2.5% difference between the two bids. Clearly, the 7% Preference which CareCore would have been granted had the Preference been applied would have made CareCore the lowest responsive-responsible bidder.

Equally as clear, had the Preference not been listed in the solicitation, CareCore would have adjusted its bid accordingly. Even accounting for only one-half of the Preference would have made CareCore the lowest responsive-responsible bidder. The invitation for bids "must set forth the evaluation criteria to be used." S.C. Code Ann. § 11-35-1520(6). Although the Preference criteria was listed, and although a box was provided for qualifying bidders to apply for said Preference, this criteria was not used in evaluating the bidders. The inclusion of this Preference in the bid documents coupled with the fact that the Preference was not applied was highly prejudicial and misleading to CareCore, was a violation of the State Procurement Code, and materially tainted the solicitation. For these reasons the Intent to Award to MEDSOLUTIONS should be cancelled, and this contract should either be awarded to CareCore or be rebid in accordance with applicable rules and regulations.

**2. Upon information and belief MEDSOLUTIONS was not a responsive or responsible bidder.**

Section 3.3.1.2.1 requires that the retained contractor:

Employ the following Review Staff: Certified radiology technicians or Licensed Practical Nurses; All initial medical necessity reviews must be performed by radiology technicians certified in South Carolina or by Licensed Practical Nurses licensed in South Carolina. These individuals may approve services based on the established medical necessity guidelines. Only Physicians can deny services or approve services other than as requested. (emphasis added).

Upon information and belief MEDSOLUTIONS does not employ the requisite number of South Carolina certified and/or licensed employees required of this section. Further upon information and belief MEDSOLUTIONS does not have any current business in South Carolina that requires the use of nursing personnel licensed in South Carolina, and on information and belief MEDSOLUTIONS uses non-clinical personnel to perform initial reviews of medical necessity. Moreover, a review of MEDSOLUTIONS' website demonstrates that it does not have posted any nursing jobs for South Carolina licensed nurses. Failing to employ the requisite number of South Carolina certified and/or licensed employees required of this section would render MEDSOLUTIONS a non-responsible

R. Voight Shealy, Chief Procurement Officer  
September 24, 2010  
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bidder. Similarly, offering to use non-licensed or non-certified personnel instead of the properly licensed and/or certified personnel specified in the bid documents would render MEDSOLUTIONS' bid non-responsive. As a result the Intent to Award to MEDSOLUTIONS should be cancelled, and this contract should be awarded to CareCore, or in the alternative, re-bid.

3. A Comparison of the Bid Numbers Causes Concern.

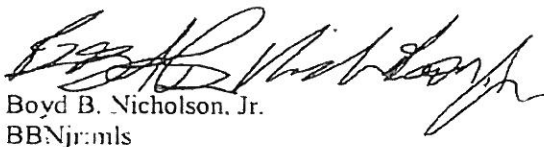
The annual operating fees proposed by CareCore for the first two years of the contract are identical to the amount that MEDSOLUTIONS has proposed for all three years of the contract. While this may well be coincidental, given the detailed calculations that were required in order for CareCore to arrive at the price proposed, the odds of such a coincidence seem low. This is especially true given that MEDSOLUTIONS, unlike CareCore, is not located in South Carolina. One of the goals of the Consolidated Procurement Code is to promote fairness and public confidence in our procurement procedures. S.C. Code Ann. § 11-35-20(f). CareCore respectfully suggests that the almost identical bid numbers warrant that it have the opportunity, along with the Chief Procurement Officer, to inquire further into whether there were any irregularities in the bidding process. If any irregularities are present, CareCore respectfully requests that the Intent to Award be cancelled and the contract re-bid.

For the reasons set forth herein, CareCore requests that the Chief Procurement Officer convene a hearing on this matter. CareCore requests further that the Intent to Award to MEDSOLUTIONS be cancelled and that the contract be awarded to CareCore, or in the alternative, that the contract be re-bid. CareCore also requests that the Chief Procurement Officer grant such other relief as may be proper.

With kind regards, I am

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.



Boyd B. Nicholson, Jr.  
BBNjr:mls

cc: Robert J. Moses, Esq.  
Mr. Chris Manos

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September 30, 2010

**VIA E-MAIL AND FACSIMILE**

R. Voight Shealy, Chief Procurement Officer  
State of South Carolina  
Materials Management Office  
1201 Main Street, Suite 600  
Columbia, SC 29201

Re: Protest of IFB No. 5400002024 to Provide Prior Authorization Services  
for the South Carolina Department of Health & Human Services

Dear Mr. Shealy:

Pursuant to S.C. Code Ann. § 11-35-4210(b), CareCore National, LLC ("CareCore") respectfully submits the following amendment to its September 24, 2010 protest letter protesting the intent to award a contract for IFB 5400002024 to MedSolutions, Inc. ("MedSolutions"). CareCore incorporates herein its September 24 protest letter. The amendment to this protest follows.

**MedSolutions characterization of its South Carolina "office" is materially misleading.**

In its proposal, MedSolutions touts its South Carolina office (located at 9355 Founders Street in Fort Mill, South Carolina) in no less than five places. See the second page of MedSolution's cover letter and pages 15, 25, 28 and 35 of its proposal. First, MedSolutions states that "[b]y selecting an established South Carolina vendor, providers already submitting prior authorization requests would only be required to use a single website, phone number, or fax number." See page 2 of cover letter, and proposal pages 25 and 35. The clear intent of this statement is that MedSolutions maintains an office in South Carolina that will serve as a single point of contact for South Carolina providers. Upon information and belief, however, MedSolutions' South Carolina office contains a mere one employee, and moreover, is of such a limited size that only a handful of employees could work there at any one time. Second, on page 15 of its proposal, in response to § 3.1.1.5 (requiring vendors to "select and establish a site(s) in which all contractor functions will be performed"), MedSolutions states as follows:

MedSolutions maintains an office in South Carolina, an office in Franklin, Tennessee and operates two call centers, one in Melbourne, Florida and one in Franklin, Tennessee. MedSolutions also has various personnel located throughout the United States.



Haynsworth  
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

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Given the size and capacity of MedSolutions' South Carolina office, it is difficult to imagine that this location could provide any of the services requested in the IFB.

In short, CareCore respectfully submits that MedSolutions' characterization of its South Carolina office is misleading, and that such mischaracterizations render its proposal non-responsive. CareCore also respectfully submits that the reliance that MedSolutions places upon its South Carolina office makes MedSolutions a non-responsible bidder. See S. C. Regulation § 19-445.2125 ("[f]actors to be considered in determining whether the state standards of responsibility have been met include whether a prospective contractor has ... (1) available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements, ... [and] (3) a satisfactory record of integrity..." (emphasis added).

For the reasons set forth herein and in CareCore's September 24, 2010 Protest Letter, CareCore requests that the Chief Procurement Officer convene a hearing on this matter. CareCore requests further that the Intent to Award to MedSolutions be cancelled and that the contract be awarded to CareCore, or in the alternative, that the contract be re-bid. CareCore also requests that the Chief Procurement Officer grant such other relief as may be proper.

With kind regards, I am

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.

  
Boyd B. Nicholson, Jr.

BBNjr:dlh

cc: Robert J. Moses, Esq.  
Mr. Chris Manos  
John E. Schmidt III, Esq.  
Melissa J. Copeland, Esq.